

# Exhibit 28

Deposition of Ike Lawrence Epstein (May  
26, 2017) (excerpted)

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

CUNG LE; NATHAN QUARRY, JON )  
FITCH, on behalf of )  
themselves and all others )  
similarly situated, )

Plaintiffs, )

vs. )

Case No.  
2:15-cv-01045-RFB-(PAL)

ZUFFA, LLC, d/b/a Ultimate )  
Fighting Championship and )  
UFC, )

Defendant. )  
\_\_\_\_\_ )

C O N F I D E N T I A L

VIDEOTAPED DEPOSITION OF

IKE LAWRENCE EPSTEIN

LAS VEGAS, NEVADA

MAY 26, 2017

9:07 a.m.

REPORTED BY:  
CYNTHIA K. DuRIVAGE, CSR #451  
Job No. 50641

208

[illegible]

209

[REDACTED]

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<p>210</p> <p>[REDACTED]</p>	<p>212</p> <p>1 anybody to fight anybody. So if you don't want to</p> <p>2 fight somebody, you don't have to fight them.</p> <p>3 There's nothing we can do to force a fighter to fight</p> <p>4 somebody.</p> <p>5 <b>Q. But you could under this provision prevent</b></p> <p>6 <b>him from fighting anybody else?</b></p> <p>7 <b>MS. GRIGSBY: Objection to form.</b></p> <p>8 THE WITNESS: That's not correct. We could</p> <p>9 offer him another fighter, and you could fight, you</p> <p>10 know, that other fighter.</p> <p>11 We can't prevent him from never fighting</p> <p>12 again.</p> <p>13 BY MR. SAVERI:</p> <p>14 <b>Q. Well, you could -- you could -- you had the</b></p> <p>15 <b>ability under the contract to make fights for Jones,</b></p> <p>16 <b>and by triggering this provision, he was not able to</b></p> <p>17 <b>arrange any other fights, he was limited to the ones</b></p> <p>18 <b>that Zuffa put in front of him, right?</b></p> <p>19 A. No.</p> <p>20 MS. GRIGSBY: Objection, form, foundation.</p> <p>21 THE WITNESS: That's false. We offered him</p> <p>22 a fight. If he decided not to take it, we could</p> <p>23 extend the agreement and offer him another fight.</p> <p>24 We can't just, you know, prevent him from</p> <p>25 fighting ever again. If he turns down that fight, we</p>
<p>211</p> <p>[REDACTED]</p> <p>19 <b>Q. And at that point, if that provision had</b></p> <p>20 <b>been triggered, Zuffa would control or continue to</b></p> <p>21 <b>control who Jones fought?</b></p> <p>22 <b>MS. GRIGSBY: Objection to form.</b></p> <p>23 BY MR. SAVERI:</p> <p>24 <b>Q. Right?</b></p> <p>25 A. One thing that we cannot do is force</p>	<p>213</p> <p>1 give him an appropriate period of time to offer him</p> <p>2 another fight.</p> <p>3 BY MR. SAVERI:</p> <p>4 <b>Q. And under the contract, if he didn't accept</b></p> <p>5 <b>that fight, what was the next step?</b></p> <p>6 <b>MS. GRIGSBY: Objection, form.</b></p> <p>7 THE WITNESS: I mean, I guess</p> <p>8 theoretically, if we continue to offer him, we just</p> <p>9 went down the line and offer him every single fighter</p> <p>10 on the roster and he just said no continually, I</p> <p>11 mean, it's never happened before, but I guess at some</p> <p>12 point, you say do you want to retire? Do you want to</p> <p>13 end this relationship? Should we just release you</p> <p>14 because obviously you don't want to fight. I mean,</p> <p>15 it's never happened before.</p> <p>16 My point is we can't put him on the shelf.</p> <p>17 If he doesn't want to fight, we have an appropriate</p> <p>18 period of time to offer him another fight, and that's</p> <p>19 what we've done time and time again. Nobody can tell</p> <p>20 a fighter they have to fight anybody.</p> <p>21 BY MR. SAVERI:</p> <p>22 <b>Q. So how frequently did you extend fighters</b></p> <p>23 <b>along the lines that you're suggesting here?</b></p> <p>24 <b>MS. GRIGSBY: Objection, form.</b></p> <p>25 THE WITNESS: I didn't extend any fighters.</p>

54 (Pages 210 to 213)

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<p style="text-align: right;">214</p> <p>1 BY MR. SAVERI:</p> <p>2 <b>Q. Okay. How many times did Zuffa extend</b></p> <p>3 <b>fighters, as you describe here?</b></p> <p>4 <b>MS. GRIGSBY: Objection, foundation.</b></p> <p>5 THE WITNESS: I don't know. As I described</p> <p>6 where? I mean, just -- we offered somebody a fight,</p> <p>7 they didn't accept it, we offered them another</p> <p>8 fighter and they accepted it? Or are we talking</p> <p>9 about the hypothetical I gave you where they just</p> <p>10 turn down every fight we ever offer them? That's</p> <p>11 never happened.</p> <p>12 BY MR. SAVERI:</p> <p>13 <b>Q. Do you recall whether at this time Jones</b></p> <p>14 <b>was a champion?</b></p> <p>15 A. I don't.</p> <p>16 <b>Q. And so, do you know whether the champion's</b></p> <p>17 <b>clause applied to him at this time?</b></p> <p>18 <b>MS. GRIGSBY: Objection, foundation.</b></p> <p>19 THE WITNESS: I don't know whether he was</p> <p>20 champion or not. If it was, it would have. If he</p> <p>21 wasn't, it wouldn't have.</p> <p>22 (Exhibit 17 was marked for</p> <p>23 identification by the reporter.)</p> <p>24 THE WITNESS: Thank you.</p> <p>25 ///</p>	<p style="text-align: right;">216</p> <p>1 <b>Q. And did you receive that email from Jordan</b></p> <p>2 <b>Feagan?</b></p> <p>3 A. I assume I did. I don't recall it.</p> <p>4 <b>Q. On or about that time?</b></p> <p>5 A. I don't recall it.</p> <p>6 <b>Q. And at the time, was Mr. Feagan</b></p> <p>7 <b>representing Dan Henderson?</b></p> <p>8 A. I think he's always represented Dan</p> <p>9 Henderson, as far as I recall.</p> <p>10 <b>Q. But you were communicating with Mr. Feagan</b></p> <p>11 <b>in the context of discussions regarding a fighter</b></p> <p>12 <b>contract with Dan Henderson, correct?</b></p> <p>13 A. Correct.</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 [REDACTED]</p> <p>18 [REDACTED]</p> <p>19 [REDACTED]</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>
<p style="text-align: right;">215</p> <p>1 BY MR. SAVERI:</p> <p>2 <b>Q. I've handed you what has been marked as</b></p> <p>3 <b>Exhibit 17, and it has the Bates Nos. ZUF-00474087</b></p> <p>4 <b>through 4096.</b></p> <p>5 A. Okay.</p> <p>6 <b>Q. Do you want to review that?</b></p> <p>7 <b>(Pause in proceedings.)</b></p> <p>8 THE WITNESS: Okay.</p> <p>9 BY MR. SAVERI:</p> <p>10 <b>Q. If you look at the document, there's a</b></p> <p>11 <b>number of emails between you and Tracy Long and</b></p> <p>12 <b>Michael Mersch regarding Dan Henderson.</b></p> <p>13 <b>Do you see that?</b></p> <p>14 A. Yeah.</p> <p>15 <b>Q. A lot of this has been redacted, but let me</b></p> <p>16 <b>ask you to look at the page that has the Bates number</b></p> <p>17 <b>ending 090.</b></p> <p>18 A. Okay.</p> <p>19 <b>Q. And on that page, there's an email from</b></p> <p>20 <b>Jordan, is it Feagan?</b></p> <p>21 A. Feagan.</p> <p>22 <b>Q. Feagan to yourself, dated September 11,</b></p> <p>23 <b>2011.</b></p> <p>24 <b>Do you see that?</b></p> <p>25 A. Yep.</p>	<p style="text-align: right;">217</p> <p>1 [REDACTED]</p> <p>2 [REDACTED]</p> <p>3 <b>Q. Under the standard UFC contract at the</b></p> <p>4 <b>time, what was the consequence of a fighter become</b></p> <p>5 <b>injured?</b></p> <p>6 A. A fighter becoming injured?</p> <p>7 <b>Q. Yeah.</b></p> <p>8 A. And they couldn't fight?</p> <p>9 <b>Q. Yeah.</b></p> <p>10 A. Or just being injured?</p> <p>11 <b>Q. I'm sorry. What?</b></p> <p>12 A. I don't understand your question. Just a</p> <p>13 fighter being injured? I mean, we have an accident</p> <p>14 insurance policy that covers our athletes' medical</p> <p>15 bills for injuries sustained in training or in a</p> <p>16 fight.</p> <p>17 Is that what you're talking about?</p> <p>18 <b>Q. Well, under the UFC contract at the time,</b></p> <p>19 <b>if Henderson was injured, could Zuffa terminate his</b></p> <p>20 <b>contract?</b></p> <p>21 <b>MS. GRIGSBY: Objection to form.</b></p> <p>22 THE WITNESS: If he was injured, no. If he</p> <p>23 was permanently disabled?</p> <p>24 BY MR. SAVERI:</p> <p>25 <b>Q. If he was injured and could not fight.</b></p>

55 (Pages 214 to 217)